



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 04, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 March 4, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**RENTAL AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND
THE GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA
FAIRPLEX PARK AND RIDE PARKING LOT
ASSESSOR'S IDENTIFICATION NO. 8360-013-901
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

This action is to approve a rental agreement between the County of Los Angeles and Goodwill Industries of Southern California for the placement and maintenance of a 28-foot-long donation station trailer located on Assessor's Identification No. 8360-013-901, known as Fairplex Park and Ride Parking Lot, in the City of Pomona.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that this action is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the month-to-month rental agreement between the County of Los Angeles and Goodwill Industries of Southern California for placement and maintenance of a 28-foot-long donation station trailer located on Assessor's Identification No. 8360-013-901, known as Fairplex Park and Ride Lot, in the City of Pomona, will not interfere with the primary purposes of the County of Los Angeles.
3. Instruct the Chairman of the Board of Supervisors of the County of Los Angeles to sign the rental agreement and authorize delivery to Goodwill Industries of Southern California.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board to enter into a rental agreement between the County of Los Angeles and Goodwill Industries of Southern California, for the placement and maintenance of a 28-foot-long donation station trailer on Assessor's Identification No. 8360-013-901, known as the Fairplex Park and Ride Lot, in the City of Pomona.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). The revenue received from this transaction will help promote fiscal sustainability for the operation and maintenance of transit projects.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This annual rental is \$600 subject to annual adjustments in accordance with changes in the Consumer Price Index for All Urban Consumers/Producer Price Index.

The revenue from this rental agreement will be deposited into the Transit Enterprise Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Fairplex Park and Ride Lot is located north of the San Bernardino Freeway, southeast of the intersection of Fairplex Drive and Gillette Road in the City of Pomona.

The rental agreement is for a month-to-month tenancy.

This conveyance is authorized by Government Code Section 25536 (a). This Section provides as follows: "Nothing in this article shall prevent the board of supervisors of a county from.....by a four-fifths vote of the board, entering into leases...involving the leasing or subleasing of all or any part of a county-owned, leased, or managed property devoted to or held for ultimate use for...vehicle parking..."

ENVIRONMENTAL DOCUMENTATION

This action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15303(e) and 15304(e) of the CEQA Guidelines and Class 3(b) and 4(j) of the Environmental Document Reporting Procedures and Guidelines previously adopted by the Board. These exemptions provide for construction and location of accessory structures and permits, licenses, and leases on County-owned property.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on County services.

CONCLUSION

Please return one adopted copy of this letter and two executed rental agreements to the Department of Public Works, Survey/Mapping and Property Management Division. Retain one executed copy for your files.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly legible.

GAIL FARBER

Director

GF:SGS:tw

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

COUNTY OF LOS ANGELES

Fairplex Park and Ride
Project ID No. MPR0000591
Assessor's Identification No. 8360-013-901
Thomas Guide Page/Grid 600, E6

RENTAL AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, (hereinafter referred to as COUNTY)

AND

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA, a California Corporation (hereinafter referred to as TENANT)

WITNESSETH

WHEREAS, the COUNTY is owner of that certain property generally located north of the San Bernardino Freeway, southeasterly of the intersection of Fairplex Drive and Gillette Road in the City of Pomona, identified as Assessor's Identification No. 8360-013-901, also known as Fairplex Park and Ride Lot; and

WHEREAS, TENANT desires to rent said property for the placement and maintenance of a 28-foot-long donation station trailer and ingress and egress purposes;

NOW THEREFORE, the COUNTY, for and in consideration of the performance of the covenants and agreements hereinafter agreed to be kept and performed by the TENANT, and upon the following terms and conditions, hereby rents to TENANT, and the TENANT hereby hires and takes of and from the COUNTY that certain property in the City of Pomona, County of Los Angeles, State of California, as shown in Exhibit A attached hereto and made a part hereof (hereinafter referred to as PREMISES).

1. The Rental of the PREMISES is on a month-to-month basis commencing on February 1, 2014, (February 1 shall hereinafter be referred to as Anniversary Date). TENANT has prepaid rent for the first year in the amount of SIX HUNDRED DOLLARS (\$600) based on a rental rate of \$50 per month.

The amount of rent is based upon the COUNTY's minimum rent requirements. The COUNTY shall reserve the right to adjust the rent as provided herein, according to COUNTY's requirement. In the event COUNTY's minimum rent requirement increases, the COUNTY shall notify TENANT prior to the increase. If TENANT disagrees with the rent adjustment, then TENANT shall have the option to terminate the Rental Agreement as provided in Provision B of the Rental Agreement.

Subsequent rent payments shall be prepaid annually on or before the Anniversary Date. Payment shall be made to COUNTY OF LOS ANGELES and be sent to:

DEPARTMENT OF PUBLIC WORKS
P.O. Box 7437
Alhambra, CA 91802-1460

The rental rate shall be adjusted in accordance with General Provision K hereof.

All payments shall refer to TENANT's name and Rental Agreement No. 13-18. Any rent payable under this Rental Agreement by TENANT to COUNTY and not paid within ten (10) days of the due date shall be delinquent and subject to a late charge of ten percent (10%) of the monthly rent amount. An additional ten percent (10%) late charge will accrue for each month on any outstanding balance (monthly rent plus late charge) until full payment is received.

2. The PREMISES shall be used solely for the purpose of placement and maintenance of a 28-foot-long donation station trailer and ingress and egress and no other. TENANT shall not construct any improvement on the PREMISES unless TENANT is in compliance with General Provisions L and M herein.
3. TENANT understands and agrees that this Rental Agreement merely provides TENANT with the required right of way and COUNTY does not warrant the PREMISES are suitable for TENANT's intended purposes.
4. TENANT acknowledges that this Rental Agreement is assignable as set forth in General Provision P herein.
5. General Provisions A through Q are attached hereto and, by this reference, made a part herein.

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the said COUNTY OF LOS ANGELES, a body corporate and politic, by order of its Board of Supervisors, has caused the Rental Agreement to be subscribed by the Chairman of the Board and the seal of said COUNTY to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the TENANT has hereunto subscribed their names, the day and year first above written.

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Carla Little
Deputy MAR 04 2014



TENANT

GOODWILL INDUSTRIES OF
SOUTHERN CALIFORNIA

By: Craig Smith
Craig Smith, President & CEO

By: _____

COUNTY

COUNTY OF LOS ANGELES, a body corporate
and politic

By: Don Krabe
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By: Carla Little
Deputy MAR 04 2014

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By: Carole Suzuki
Deputy

24

MAR 04 2014

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

78131

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

On DECEMBER 9, 2013

before me, REBECCA A. ROBERTSON

, Notary Public,

(insert name of the officer)

(insert title of the officer)

personally appeared CRAIG SMITH, PRESIDENT & CEO

(insert name(s) and title(s))

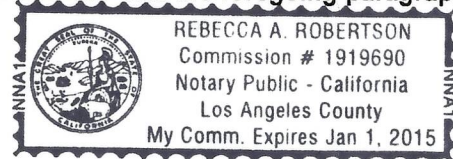
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca A. Robert

(Seal)



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM (FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

On _____, before me, DEAN C. LOGAN, Acting Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Acting Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

APPROVED as to title and execution,

_____, 20_____
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated _____

By _____
ASSISTANT DEPUTY DIRECTOR
Mapping & Property Management Division

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 4th day of March, 2014, the facsimile signature of DON KNABE, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By Carla Little
Deputy MAR 04 2014

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

By Carole Suzuki
Deputy

GENERAL PROVISIONS

- A. TENANT shall arrange and bear the cost of any site preparation, installation of utilities, treatment of surface, enclosure of PREMISES, insurance premiums, utility bills, and other costs of any nature whatsoever, which are necessary in connection with or appurtenant to the operation and maintenance of PREMISES as used by the TENANT. No credit will be allowed by COUNTY for the cost of any such expenditure, work performed, or ordered done by TENANT.
- B. TENANT may terminate this Rental Agreement at anytime by giving COUNTY no less than thirty (30) days' written notice of intention to terminate. However, the termination shall not be effective unless TENANT has complied with all of the following:
- Vacated the PREMISES.
 - Removed all improvements TENANT has constructed or placed upon the PREMISES, if applicable.
 - Moved COUNTY's fence back to its original location, if applicable.
 - Restored the PREMISES to as good a condition as existed on the day possession of PREMISES was taken by TENANT, allowing for the ordinary wear and tear associated with the normal usage during occupancy and to reimburse COUNTY for any damage done to the PREMISES.
- C. COUNTY may terminate this Rental Agreement at anytime by giving TENANT no less than thirty (30) days' written notice of intention to terminate. Upon receipt of such notice, TENANT shall vacate the PREMISES as required herein. TENANT agrees that should it fail to vacate as herein provided, the COUNTY or its authorized agents may enter upon said PREMISES and remove TENANT's personal property therefrom, and in this event, TENANT waives any and all claims for damages against the COUNTY, its officers, agents, or employees. TENANT shall reimburse COUNTY for all expenses incurred by COUNTY plus maximum interest allowed by law accruing from the day COUNTY incurred the expenses until such time as the principal and interest are fully paid by TENANT. Nothing herein shall be deemed a waiver of any rights of the COUNTY to demand and obtain possession of the PREMISES in accordance with the law in the event TENANT violates any part of any of the terms or conditions herein.

- D. It is understood and agreed to be part of the herein consideration that COUNTY may temporarily suspend or terminate the Rental Agreement without notice to TENANT in order to allow the performance by COUNTY, its officers, agents, and employees, of emergency work necessary to protect life or PREMISES from impending flood damage. In the event COUNTY exercises such right, COUNTY will credit TENANT's account a prorated share of the prepaid rent based on the time period COUNTY has possession of the PREMISES.
- E. TENANT shall keep PREMISES and any improvements it constructed or placed on PREMISES in good working order and maintain such in a neat, clean, and orderly condition at all times during occupancy and not permit graffiti, rubbish, metal cans, garbage, weeds etc., to accumulate, nor to use or allow use of PREMISES for any illegal or unauthorized purposes, and to comply with all State Laws and local ordinances concerning PREMISES and the use thereof.
- F. It is understood and agreed that COUNTY shall not be responsible for any damage to PREMISES or injuries to persons, which may arise from or be incidental to the use and occupation of PREMISES, or for damages to the property of TENANT, or for injuries to the person of TENANT, TENANT's agents, servants, successors, subtenants, invites, or others who may be on PREMISES at anyone's invitation, arising from or incidental to the use of PREMISES by the TENANT or anyone under the TENANT or the COUNTY, and/or its agents, contractors, employees or assigns. TENANT agrees to indemnify, defend, and hold the COUNTY harmless from any and all such claims, including defense costs and legal fees.

TENANT agrees to indemnify, defend, and hold the COUNTY harmless, from and against, any and all liability and expenses, including claims and lawsuits for damages of any nature whatsoever, which arise out of or are connected with the work performed by TENANT, its employees, contractors, agents, servants, receivers, and successors, or assignees on the PREMISES pursuant to this Rental Agreement including any and all liability, expense, claims and lawsuits for injuries or damages or any nature whatsoever arising from or related to any threatened, actual or alleged discharge, disposal, release or escape of any pollutant, contaminant or substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structures and on, above or below ground watercourse or body of water connected with or arising out of the work performed on the PREMISES, by TENANT, its employees, agents, receiver, and successor or assignees in connection with this Rental Agreement. The indemnification shall not apply to the extent that injuries, death, loss, damage or destruction is caused by either the willful misconduct of the COUNTY or COUNTY's sole negligence.

- G. In the event there is any prior lease or rental agreement existing between the TENANT and COUNTY covering the PREMISES, it is understood and agreed that this Rental Agreement shall cancel and terminate said prior lease or rental agreement as of the commencement date of this Rental Agreement.

- H. This Rental Agreement may create a possessory interest upon which a property tax may be levied. In such event, TENANT shall pay before delinquency all such taxes or assessments.
- I. Without limiting TENANT's indemnification of the COUNTY, TENANT shall at its own expense take out and maintain in force, at all times during the term of this Rental Agreement, a policy or policies of insurance covering PREMISES. As a minimum, the policy shall meet the following criteria:
- Commercial General Liability Insurance. TENANT shall procure Commercial General Liability Insurance with General Aggregate Coverage not less than TWO MILLION DOLLARS (\$2,000,000), and ONE MILLION DOLLARS (\$1,000,000) coverage per occurrence.
 - Automobile Liability Insurance. TENANT shall procure such policy with coverage not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
 - Worker's Compensation and Employer's Liability insurance coverage or qualified self-insurance satisfying the laws of the State of California requirements, which included Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per accident.
 - The COUNTY OF LOS ANGELES, its governing board, officers, and employees shall be named as Additional Insured on all policies of liability insurance (other than Worker's Compensation and Auto Liability) only as it pertains to this Agreement.
 - This Rental Agreement No. 13-18 is included as part of the insured premises.

All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. Prior to the commencement date of this Rental Agreement, TENANT shall furnish to COUNTY a copy of the policy of insurance evidencing TENANT's insurance coverage.

The policies required herein are primary and noncontributing with any insurance or self insurance that may be carried by the COUNTY.

Notwithstanding Section F above to the fullest extent permitted by law, the TENANT hereby waives its rights and its insurer(s); rights of recovery against the COUNTY under all the required insurance for any loss arising from or relating to this Agreement. The TENANT shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Upon renewal of any of the policies of insurance, TENANT shall furnish to COUNTY a current Certificate of Insurance and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer or by the insurance agent or broker authorized to do so evidencing TENANT's continued insurance coverage. The COUNTY shall be given notice in writing at least thirty (30) days in advance of cancellation or modification of such policy.

In the event any of the policies is changed or if the insurance carrier is changed, TENANT shall provide COUNTY a copy of the replacement policy meeting the minimum requirement as above noted.

- J. TENANT expressly acknowledges that TENANT is a post acquisition tenant, and shall not be entitled to any claim of status as a "displaced person" as such is defined in Section 7260(c) of the Government Code of the State of California. TENANT hereby acknowledges TENANT's ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7277, inclusive, as interpreted in California Administrative Code as it exists or as it may be amended.
- K. Every year this Agreement is in full force and effect, rent for the current 12-month period (Current Rent) shall be adjusted based on changes in Consumer Price Index for All Urban Consumers for the Los Angeles -Riverside-Orange County, California region, as published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), to determine the amount of rent for the upcoming 12 months (New Rent).

The New Rent shall be calculated by multiplying the then Current Rent by a fraction, the numerator of which shall be the Index for the month ending ninety (90) days prior to the upcoming Anniversary Date (Current Index) and the denominator shall be the Index for the month ending ninety (90) days prior to the previous Anniversary Date (Previous Index). The formula for calculation is shown below:

$$\text{Current Rent} \times [\text{Current Index} / \text{Previous index}] = \text{New Rent}$$

If the described Index is no longer published and a substitute index is adopted by the Bureau of Labor Statistics, then TENANT and COUNTY shall accept such substituted index for future rent calculations. If no such government index is offered as a replacement, the COUNTY and TENANT shall mutually select a percentage for calculating future annual adjustments.

The New Rent shall never be an amount less than the Current Rent.

TENANT's continued occupancy of the PREMISES on and after the effective date of the rental adjustment shall constitute TENANT's agreement to remain in possession subject to New Rent.

- L. TENANT shall not commence nor permit any construction or the placement of any improvements or other structures on or within PREMISES without first submitting plans and specifications for advance written approvals by the COUNTY.
- M. TENANT agrees to keep and perform the provisions contained in any permit issued or to be issued to TENANT by COUNTY.
- N. COUNTY may, at its sole discretion, enter PREMISES to conduct Environmental Site Assessments. Upon review of such Assessments, COUNTY may, at its sole discretion, terminate this Rental Agreement consistent with either General Provision C or D as determined by COUNTY.

TENANT shall bear any and all responsibility, expense, and liability incurred in the cleanup and treatment of any hazardous materials or condition found on the PREMISES caused by TENANT's use, storage, or treatment of any hazardous materials on/or within the PREMISES.

- O. Each County Lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by TENANT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any Lobbyist retained by TENANT to fully comply with the County Lobbyist Ordinance, shall constitute a material breach of this Rental Agreement upon which the COUNTY may terminate or suspend this Agreement.
- P. TENANT shall not assign this Agreement or any interest herein or improvement(s) on the Premises or any part thereof or any right or privilege appurtenant thereto without the prior written approval of COUNTY, which shall not be unreasonably withheld. COUNTY shall approve or disapprove any request to assign this Agreement within thirty (30) days of the date of COUNTY's receipt thereof. COUNTY agrees that such consent shall not be unreasonably or arbitrarily refused. Any unauthorized assignment shall be voidable and shall terminate this Agreement at COUNTY's option. The charge for an assignment shall be Two Thousand and Five Hundred Dollars (\$2,500).
- Q. Any notices to be given or other document to be delivered by either party may be delivered in person, by private courier, deposited in the United States mail to the party for who intended as follows:

To COUNTY: County of Los Angeles Department of Public Works
P.O. Box 1460
900 S. Fremont Avenue
Alhambra, CA 91802-1460
Attention: Survey/Mapping & Property Management Division

To TENANT: Goodwill Industries of Southern California
342 San Fernando Road
Los Angeles, CA 90032
Attention: Addar C. Selga

HK:psr

P2:\RA 13-18 VER. 2

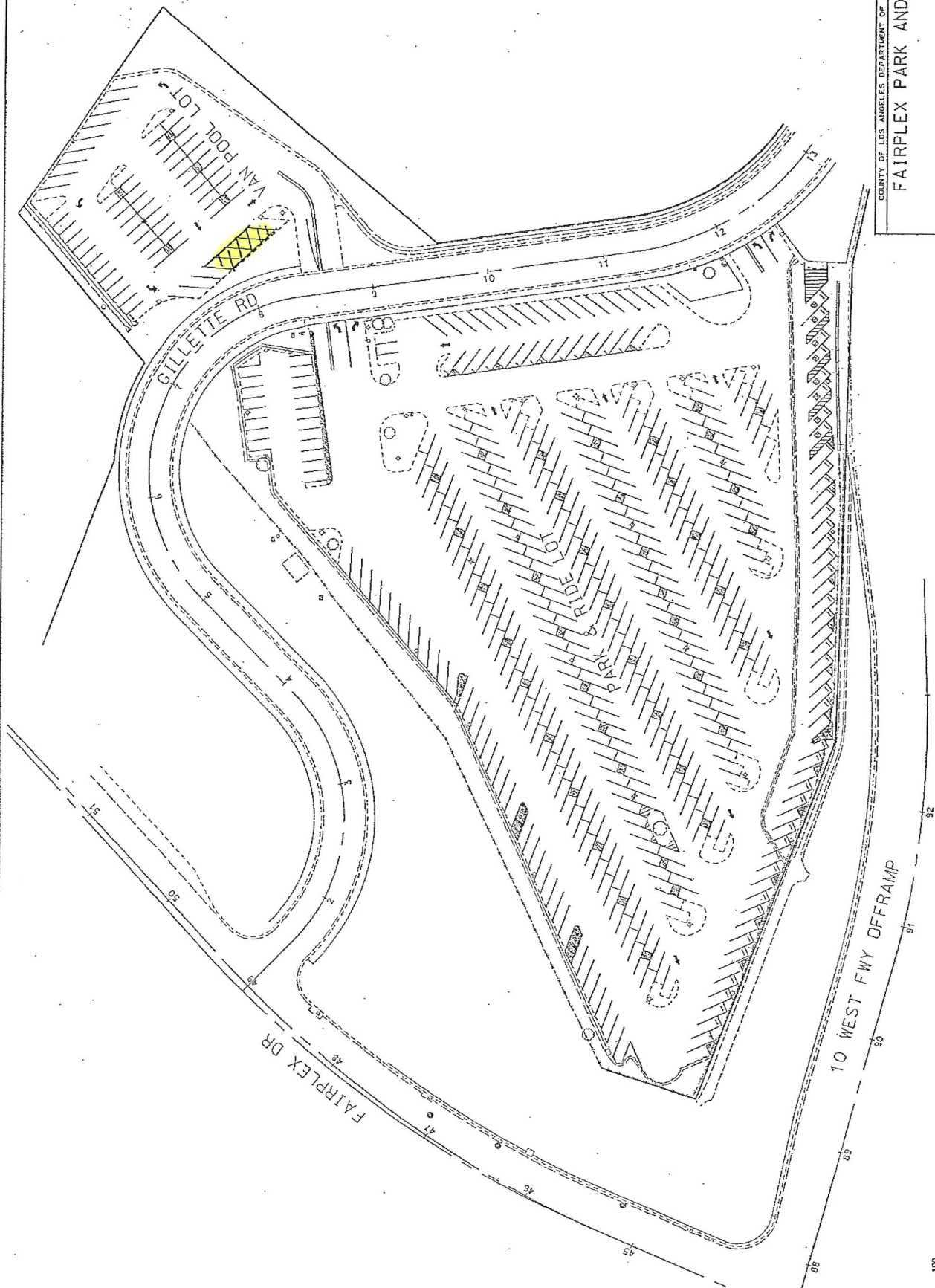


EXHIBIT A

DATE	REVISION	CHANGED	DESIGNED	DRAWN
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